

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

RAYMOND PELLETIER

**Case No. 14-60827-6-dd
Chapter 12**

AFFIDAVIT

Debtor.

**STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:**

Anthony R. Hanley, being duly sworn, deposes and says:

1. I am an attorney admitted to practice before this Court and am a partner with the law firm of Costello, Cooney & Fearon, PLLC, attorneys for Deere & Company, and as such I have first-hand knowledge of the facts and circumstances set forth herein.
2. Deere & Company ("Deere") is a foreign corporation organized and existing under and by virtue of the laws of the State of Delaware, authorized to do business in the State of New York, having its office and principal places of business at 6400 NW 86th Street, Johnston, State of Iowa.
3. This Court has jurisdiction over this matter pursuant to 11 U.S.C. §§ 362(d)(1) and (2) and §§ 4001(a) and 9014 of the Federal Bankruptcy Rules.
4. On May 16, 2014 Raymond Pelletier("Debtor") filed a petition for relief under Chapter 12 of the Bankruptcy Code.
5. Mark W. Swimelar, Esq. was appointed as Chapter 12 Trustee of the estate of Debtor on or about May 16, 2014.
6. Movant holds a purchase money security interest in a John Deere 1470 Mower Conditioner (Serial #020856), a Kuhn 4100 Rake/Thatcher (Serial #A1226), a Krone W552 Hay Tedder (Serial #811115) and a Bale King-Bale Wagon (Serial #010037) (hereinafter together "Collateral I") under a Fixed Rate Loan Contract Security Agreement (hereinafter "Contract I") dated June 23, 2011. A copy of Contract I is attached hereto as Exhibit "A".

7. Movant perfected its security interest in Collateral I with a proper UCC filing. A copy of the perfected filing is attached hereto as Exhibit "B".
8. Under Contract I, Debtor was to repay the principal amount loaned, \$16,486.00, for the purchase of Collateral I in sixty (60) monthly installments of \$328.47 with interest at 7.25% per annum.
9. Debtor is in default under Contract I secured by Collateral I, having failed to make his monthly installment payments since February of 2014, having made no adequate protection payments post-petition.
10. The outstanding amount due to Movant from Debtor under Contract I secured by Collateral I as of May 16, 2014 was \$11,958.54. Movant filed a Proof of Claim with respect to its claim on this obligation. A copy of the proof filed is attached as Exhibit "C".
11. Movant holds a purchase money security interest in a John Deere 4430 Row Crop Tractor (Serial #15721R) and a John Deere MX7 Rotary/Flail Cutter (Serial #021746) (together hereinafter "Collateral II") under a Fixed Rate Loan Contract Security Agreement ("Contract II") dated December 2, 2011. A copy of Contract II is attached hereto as Exhibit "D".
12. Movant perfected its security interest in Collateral II with a proper UCC filing. A copy of the perfected filing is attached hereto as Exhibit "E".
13. Under Contract II, Debtor was to repay the principal amount loaned, \$16,015.00, for the purchase of Collateral II in 60 monthly installments of \$292.99 with interest at 3.70% per annum.
14. Debtor is in default under Contract II secured by Collateral II, having failed to make his monthly installment payments since May of 2014, having made no adequate protection payments post-petition.
15. The outstanding amount due to Movant from Debtor under Contract II secured by Collateral II as of May 16, 2014 was \$9,125.59. Movant filed a Proof of Claim with respect to its claim on this obligation. A copy of the proof filed is attached as Exhibit "F".
16. Movant asserts that it is entitled to relief from the automatic stay in bankruptcy with respect to

Collateral I and Collateral II pursuant to 11 U.S.C. Section 362(a)(1) and (2) because of the following facts and circumstances: a) Movant does not have adequate protection for its security interest in the Collateral I and Collateral II particularly because it by nature continues to depreciate in value while the automatic stay remains in effect.

WHEREFORE, Movant prays for an Order granting relief from the automatic stay of 11 U.S.C. §362 of the Bankruptcy Code with respect to the Collateral subject to the security interest of Movant and such other and further relief as the Court deems just and proper.



Anthony R. Hanley, Esq.

Subscribed and sworn to before me
this 5th day of September, 2013.



Notary Public

JENNIFER L. GANNON
NOTARY PUBLIC, State of New York
Qualified in Onondaga Co., No. 01GA5007968
My Commission Expires February 8, 20 ~~15~~